

ORIGINAL



0000023397

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

**WILLIAM A. MUNDELL**  
Chairman  
**JAMES M. IRVIN**  
Commissioner  
**MARC SPITZER**  
Commissioner

2001 DEC 11 A 9:53

AZ CORP COMMISSION  
DOCUMENT CONTROL

IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S  
COMPLIANCE WITH § 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

---

**AT&T'S COMMENTS ON LIBERTY CONSULTING GROUP'S REPORT ON  
QWEST PERFORMANCE MEASURE DATA RECONCILIATION FOR  
ARIZONA**

---

AT&T Communications of the Mountain States, Inc. and TCG Phoenix  
(collectively "AT&T"), hereby file their Comments on Liberty Consulting Group's  
Report on Qwest Performance Measure Data Reconciliation for Arizona attached hereto.

Respectfully submitted this 10th day of December 2001.

**AT&T COMMUNICATIONS  
OF THE MOUNTAIN STATES, INC.,  
AND TCG PHOENIX**

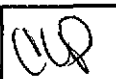
By: 

Richard S. Wolters  
1875 Lawrence Street, Suite 1503  
Denver, Colorado 80202  
Telephone: (303) 298-6741

Arizona Corporation Commission

**DOCKETED**

DEC 11 2001

DOCKETED BY	
-------------	---

Kenneth McNeely  
Rosalie Johnson  
AT&T  
795 Folsom St.  
San Francisco, CA 94107-1243

## **AT&T's Comments on Liberty's Report on Qwest Performance Measure Data Reconciliation for Arizona**

### **I. Introduction**

The Liberty Consulting Group (*Liberty*) conducted an audit of Qwest's performance measures for the ROC, and issued the final report from that audit on September 25, 2001. As an extension to the audit, and through its Change Request process, the ROC requested that Liberty conduct a "data validation to resolve any debates concerning the accuracy of performance data emanating from particular ROC PIDs." (ROC Change Request #20.) Certain CLECs have expressed concerns about the accuracy of Qwest's reported performance results as they relate to service that they have been receiving. The ROC decided to conduct this data reconciliation work in order to test those concerns. Liberty's performance measures audit applied to all of the ROC states with the exception of Arizona. Nevertheless, Liberty was requested to include Arizona in the scope of its data reconciliation work. This report provides the results of Liberty's review of Arizona data.

Liberty conducted multiple discussions with state commission personnel, Qwest, and the CLECs, in order to secure their comments on the scope and objectives for this test. Liberty has determined that the objective for the data reconciliation process solicited by the ROC should be to answer the following question:

**Does the information provided by Qwest demonstrate accuracy in Qwest's reporting of performance results under the measures defined in the PID and does any of the information provided by the participating CLECs or Qwest demonstrate inaccuracy in Qwest's reporting of performance results under the measures defined in the PID?**

[AT&T Comment – AT&T suggests that the above additional language better reflects how Liberty should conduct this data reconciliation and future audits. As Liberty originally wrote the above question and frankly their report, the issue was essentially, "Is there any evidence to prove that Qwest is wrong?" Under that question, it becomes the CLEC's burden to provide evidence to prove that Qwest is wrong. Under the question as posed by Liberty, Qwest could refuse to provide any information to support data reconciliation or an audit and that refusal would be perfectly acceptable. Under the question as posed, Qwest could refuse to cooperate in future data reconciliation efforts or audits and there could be a finding that there was no information to prove that Qwest was wrong.]

In addition to the issue of whether there is any information to demonstrate that Qwest is wrong, this and future data reconciliation efforts and audits should also answer the question of whether Qwest was able to provide information to demonstrate that its performance results were accurate. As Liberty discovered during the reconciliation process, because of how Qwest collects data, the CLECs may not have the information to demonstrate that Qwest is wrong. However, that situation does not mean that Qwest is right. There should be some requirement for Qwest to demonstrate that its performance results are accurate. Further, Liberty took the position that if the PID was unclear or silent on a particular issue, Qwest's reporting was accurate unless it was clearly inconsistent with the language of the PID, even if the PID was incomplete or unclear.

This appeared to be the conclusion even if Qwest's method was not reasonable, and/or was inconsistent with a CLEC's reasonable reading of a less-than-clear PID. Liberty should perform the job that they were hired to do; giving unsupported presumptions which favor Qwest does not accomplish this.]

The question presented is an important, but narrow one. It allowed the exclusion of activities that would have substantially expanded the scope of this test. For example, Liberty was not required to determine whether CLECs could reproduce Qwest's performance results with their own information, or what changes would be required to allow such recreation. There were also situations in which Liberty found that Qwest and a CLEC interpreted requirements differently or had different understandings of how interactions with Qwest or the information resulting from them should be treated. In those cases, Liberty did not seek to determine who was right and who was wrong, or who reflected the better practice. [AT&T Comment - This seems inconsistent with a professional audit opinion. Why did Liberty believe that the parties would not be interested in who was right, who was wrong or who reflected the better practice?] Instead, Liberty's goal was to determine whether, in consideration of the requirements of the PID, Qwest's methods practices, or processes contained material error. [AT&T Comment - Again, where the PID was silent or unclear such that both parties' differing positions could fit within the PID definition, Liberty had an obligation to conclude more than that Qwest's position was not clearly inconsistent with the PID language.] Therefore, in the case of data discrepancies, Liberty required an affirmative showing of Qwest error or omission before issuing an exception or observation. However, in order to make clear the details of its examination, Liberty has reported the cases where it found the information provided by the parties to be inconclusive.

In its comments on CR #20, AT&T described what it thought should be the process for what has been referred to as "data reconciliation," as follows:

- 1. The CLEC identifies what it believes are discrepancies between performance results it has produced and the performance results that Qwest has produced. The CLEC should identify the particular performance measurement in question and the evidence that lead the CLEC to conclude that a discrepancy exists.*
- 2. The auditor takes the CLECs information and confirms the existence of the discrepancy.*
- 3. After confirming the discrepancy, the auditor determines and identifies the source of the discrepancy.*
- 4. If the source of the discrepancy is the CLEC, the auditor will share its findings at a high level with the TAG. The specific details of the discrepancy shall be shared by the auditor privately with the specific CLEC.*
- 5. If the source of a discrepancy is Qwest and that discrepancy points to some problem with Qwest's raw data, the auditor shall create an Exception/Observation per the Exception and Observation process used in the ROC OSS test. In the Exception/Observation, the auditor will make recommendations as to whether the identified deficiency is likely to affect multiple services and/or multiple CLECs. The auditor will also identify what it believes is the period of time that Qwest may have been producing questionable performance results.*

*6. After the Exception/Observation has been created, it should follow the normal process for closure as would any other Exception or Observation.*

In general, the process described by AT&T reflected how the data reconciliation effort proceeded.

Three CLECs, Covad, WorldCom, and AT&T, chose to participate in data reconciliation. The participating CLECs had identified numerous discrepancies. However, some CLECs did not produce sufficient evidence to demonstrate that claimed discrepancies actually existed. In connection with this report, Liberty has separately supplied specific information about the CLECs' sources of discrepancies, as well as proprietary information concerning specific records and volumes. Liberty sought to prepare this report to inform the interested participants about the test and its results, without revealing confidential information. For example, the report generally refers to percentages of total orders instead of the actual number of orders. The specific performance measures and products that the participating CLECs wanted included in the data reconciliation, being widely known, were therefore not considered proprietary.

As an indirect result of its data reconciliation work for the state of Arizona, Liberty will be issuing one Exception Report on performance measure OP-15. The discovery of the problem described below and in the forthcoming Exception Report did not result from information provided by CLECs, but rather was the result of Liberty's review of Qwest's information during data reconciliation.

Qwest, the CLECs, and Liberty spent significant time and effort resolving the specific scope of the performance measures to be included in data reconciliation. It took considerable added effort to digest and process the information provided by CLECs and match it with data provided by Qwest. Liberty began this data reconciliation test with a significantly greater familiarity with the structure and nature of the Qwest data, with which Liberty worked extensively during earlier audit activities. Gaining a similar kind of familiarity with CLEC data structure and content formed a more significant than expected part of this test. During the course of its data reconciliation test work, Liberty was able to match a significant portion of the apparently contradictory data presented by CLECs and Qwest. This success in data matching was important, but the discrepancies remained very large even after it was completed.

This first report by Liberty on data reconciliation addresses only Arizona data. A test of data from other states is within the current scope of the work. Liberty considers important aspects of the results of Liberty's review for Arizona to apply to other states. Liberty provides recommendations in this report about how data reconciliation testing might best proceed in other states, given such applicability.

On November 19, 2001, Liberty issued a status report to each of the CLECs and Qwest on the Arizona data reconciliation. Liberty reviewed and considered comments on the limited analysis results that were included in those status reports in reaching the results presented in this report.

## II. Overall Summary of Findings

This report presents more detailed, non-confidential results in later sections that are organized by CLEC. This section provides Liberty's overall conclusions, which have been formed on the basis of completing the first of the states included in the current scope of the reconciliation effort.

**Given the way that CLECs captured data and accounted for information related to Qwest's wholesale performance measures, concerns about the accuracy of Qwest reporting are understandable.**

It is understandable that CLECs record data relevant to performance measure results in ways that best suit their own operational and management needs and their information system capabilities. They have not had substantial reason to ensure that their recording and processing of data coincide exactly with that reported by Qwest, although the potential for adoption of the QPAP in the future will make commonality much more important. Detailed data matching concerns, such as which records are included and excluded, what time-of-day clock to use, and the like, simply have not been matters of immediate concern heretofore. [AT&T Comment - If the CLEC's data reporting methodology was reasonable under a PID, and Liberty also found that Qwest's reporting was reasonable under a PID, this is likely caused by an unclear PID, or Qwest following M&P's not previously shared with the industry. Liberty should be making recommendations if PIDS need to be modified or if Liberty relied upon Qwest written information that is not available to CLECs.]

In some cases the CLECs do not have the systems required to track performance measure results at the level of detail required of Qwest, which must take measurements in strict accord with the requirements of the PID's approximately 700 sub-measures. Some CLECs even use multiple and different data management systems to support their own internal operations. For the most part, Liberty found that the participating CLECs' personnel are not familiar with all of the details of how performance data are captured, processed, and ultimately reported by Qwest.

**The information provided by CLECs for the state of Arizona did not demonstrate that Qwest reports of its performance are materially inaccurate.** [AT&T Comment - How does Liberty define "material" inaccuracies? If Qwest's reporting is inaccurate, given the stakes that are riding on its reports, any inaccuracy may very well be material. In any event, Liberty should be reporting on "inaccuracies" that it finds so that others can decide if the problems are material or not.]

In the course of its data reconciliation work to date, Liberty found that Qwest did make some errors that affected performance results. However, those errors were generally either (a) of the kind and at levels to be expected at the front end of the performance measurement process, where people must manually enter vast amounts of information [AT&T Comment - What does Liberty consider to be "the front end of the performance measurement process?" What was Liberty's expectation as to what error percent should be expected "where people must manually enter vast amounts of information?" How did Liberty arrive at what it considers to be an expectation of an acceptable level of errors? Did Liberty conduct any special studies or research regarding what other companies experience in the way of data entry errors in forming its expectation as to what level of data entry errors should be expected? What was the actual percent of errors that Liberty attributed to being a result of manual process errors? What is

Liberty's conclusion as to the extent of manual processing that Qwest employs in the processing of data? Does Qwest rely too much on manual processes that are prone to error?], or (b) appeared to be honest errors in judgment. [AT&T Comment – Whether the errors in judgment were “honest” or something else is irrelevant to this analysis. The issue is whether or not Qwest accurately reports performance data. What Liberty considers to be “honest” errors should be afforded no special treatment in comparison to other types of errors. AT&T expects that Liberty did not mitigate or exclude any of its findings because it considered some to be “honest errors in judgment.” Whatever the source of, or reasons for, the errors, Liberty should be reporting on what those are.] The amount of these errors in relation to the total amount of information required for the performance measures [AT&T Comment – How did Liberty quantify the amount of Qwest errors that it found? What was the actual amount and percent of Qwest errors that Liberty found?] did not exceed what Liberty considers to be expected levels [AT&T Comment - What does Liberty believe to be the percent of errors that should be expected? How did Liberty arrive at that expectation?], even under a carefully operated set of measurement activities. Moreover, there was no evidence that Qwest purposely took steps to make its performance figures appear better than it actually was [AT&T Comment – As previously discussed, Qwest's intent is irrelevant. If Qwest made errors that made its performance figures appear better than they actually were, those findings should be reported and addressed regardless of whether Liberty believed the error was unintentional. In fact, Liberty should be reporting on such errors even if the effect of the errors is to underreport on positive performance results. Did Liberty mitigate, exclude or ignore Qwest errors because Liberty believed the errors were unintentionally made?]. With the exception of a programming problem associated with measure OP-15 and a failure to report a group of Firm Order Confirmations in June 2001, the errors were not systemic, [AT&T Comment – AT&T disagrees with Liberty's conclusion that Qwest errors were not systemic. AT&T believes that the Liberty finding that Qwest was excluding CLEC orders from the calculation of the OP-3 and other due date based measurement results when the CLEC supplemented the order is a systemic error that should be highlighted in an Exception and addressed by Qwest.] nor did they apply to a significant percentage of the performance measure results. [AT&T Comment – At what point would Liberty consider the errors to be significant? What was the percent of errors that Liberty found applied to the performance measurement results?]

**The results of Liberty's Arizona data reconciliation work should influence decisions about the scope and methods of the remaining data reconciliation work.**

Liberty has identified what it considers to be generically applicable reasons for large portions of the discrepancies between Qwest and CLEC performance data. Future data reconciliation work would be expedited if it does not have to examine for other states what Liberty expects to be very substantial amounts of data whose discrepancies have the same underlying causes. [AT&T Comment - On what basis did Liberty conclude that the same discrepancies identified in Arizona will reappear in other states? How did Liberty reach the conclusion that the same discrepancies and the same underlying causes will be found in other Qwest states? How does Liberty know that new data discrepancies will not turn up in other Qwest states? AT&T is currently investigating how UBL-Analog orders for customers in Washington but whose AT&T switch is located in Oregon should be reported and performance measured and how LIS trunks that have an AT&T switch in Oregon and a Qwest switch in Washington should be reported and related provisioning performance measured. This is a known example of a discrepancy that is not found in Arizona. In addition, during the AT&T and Qwest reconciliation discussions for Nebraska,

AT&T asked if the problem with duplicate orders showing up at the end of the month and then at the first of the next month was region wide and if it applied to all services. The partial response at that time from Qwest was that this issue would be limited to Qwest's old Northwestern Bell states because of the data source. These two examples indicate that there will be both state and region specific differences in Qwest's data collection.] The dedication of resources and the level of detail of information that is required on the part of CLECs to participate meaningfully in data reconciliation is certainly much better understood now that the Arizona work has been undertaken. CLECs need to determine whether they can commit the resources and produce the information required for the scope of work planned. [AT&T Comment – AT&T is prepared to honor the agreements that it, other CLECs, Qwest and the ROC made in reconciling data in other states. AT&T will commit the resources, produce the information required and fully participate in data reconciliation in the other states. AT&T understood from the start of this process how time-consuming it would be. Nevertheless, we considered it important enough to participate in fully. The real question may be, based on the lack of thoroughness of this report for Arizona, whether Liberty is committed to, and has the resources to dedicate to, future reconciliation proceedings.] Finally, there may be differences in the ways that Qwest performs in various parts of its region. Future reconciliation work should attempt to focus on those performance aspects that could result in differences from the Arizona findings.

### III. Results of Data Reconciliation – AT&T

#### A. Introduction

After some discussion between the parties, it was ultimately determined that the following performance measures were to be reconciled:

- The denominator of PO-5A, B, and C combined for unbundled loops (UBL).
- The denominator of PO-5D for Local Interconnection Service (LIS) trunks.
- The numerator and denominator of OP-3D and E combined for unbundled loops and for LIS Trunks.
- The numerator and denominator of OP-4D and E combined for unbundled loops and for LIS Trunks.
- The numerator and denominator of OP-6A and OP-6B for unbundled loops and for LIS Trunks. [AT&T Comment – The below analysis does not appear to include any meaningful consideration of the OP-6A and OP-6B performance measurements for unbundled loops and LIS trunks. Based on communications between AT&T and Liberty, this portion of the Liberty data reconciliation has not been fully completed and the results are not available for review and comment. Is it Liberty's intention to complete that analysis and provide an updated report? If Liberty's intention is to provide an updated report, AT&T reserves the right to provide additional comments and to pose additional questions to Liberty.]
- The numerator and denominator of OP-13A and OP-13B for unbundled loops.
- The numerator and denominator of OP-15A and OP-15B for LIS Trunks.

For unbundled loops, the period to be reconciled is April 2001 through June 2001.

The LIS Trunks reconciliation period was from January 2001 through June 2001. Qwest stated, however, that it did not report CLEC-specific state results for LIS Trunks for OP-15 for January or February; therefore, Liberty could not reconcile data for those months. [AT&T Comment – As an initial matter, the OP-15 PID is not applicable in Arizona. However, it does appear that Liberty did some reconciliation of OP-15 results using Arizona data. While recognizing that the OP-15 PID is not applicable to Arizona results, AT&T provides comments on the evaluation of Arizona OP-15 data that Liberty did perform.

The OP-15 PID requires that Qwest report data by "CLEC aggregate, individual CLEC, Qwest retail." If Qwest stated that Qwest "did not report CLEC-specific state results for LIS trunks for OP-15 for January or February" then the admission would indicate that Qwest was not complying with the applicable PID. AT&T requests that Liberty open an Exception to formally capture that deficiency. Rather than responding to Qwest's inability to report PID compliant LIS trunk data with a conclusion that "therefore, Liberty could not reconcile data for those months" AT&T would have expected a conclusion that Qwest did not provide any information to demonstrate that AT&T's treatment of the record was incorrect; therefore AT&T's data should be considered accurate. AT&T will be providing its own LIS trunk data in individual state 271 proceedings and it would be beneficial for the states to know that AT&T's January and February LIS trunk results are reliable and Qwest's are not.] In addition, Qwest was unable to provide the



data necessary to reconcile OP-15 for LIS Trunks for May; therefore, data for that month could not be reconciled. [AT&T Comment – As previously discussed, rather than responding to Qwest's failure to provide the data necessary to reconcile OP-15 for LIS trunks for May with a conclusion that "therefore, data for that month could not be reconciled" AT&T would have expected a conclusion that Qwest did not provide any information to demonstrate that AT&T's treatment of the record was incorrect; therefore AT&T's data should be considered accurate. AT&T will be providing its own LIS trunk data in individual state 271 proceedings and it would be beneficial for the states to know that AT&T's May LIS trunk results are reliable and Qwest's are not.]

In addition, Liberty was to compare the unbundled loop trouble tickets provided by AT&T with the trouble tickets provided by Qwest. [AT&T Comment: As shown later in the report, the scope of this trouble ticket analysis was not accomplished. Liberty's analysis consisted of a 10% sample of unbundled loop trouble tickets, not an a comparison of the unbundled loops provided by AT&T.] Where Liberty had data about a trouble ticket from both parties, Liberty was to compare the repair intervals reported by the two parties. In addition, Liberty was to analyze situations identified by AT&T where AT&T found one trouble ticket, but where more than one Qwest trouble ticket applied.

Liberty received data both from Qwest and from AT&T. Liberty initially received from Qwest: (a) data files containing information on the records actually used in the measurement, and (b) those records that Qwest had excluded. Qwest provided one file for each state/product/measure combination. These data allowed Liberty to determine the records that Qwest believed should be included in each measure. Liberty could also replicate the numerators and denominators in Qwest's reported performance results.

AT&T initially provided for each state files by product containing the records it believed were relevant. AT&T also provided hardcopies of the source documents for its records (*i.e.*, UBL service orders, LIS trunk service orders, and trouble tickets). Liberty needed to know those records that AT&T believed should be included in the numerators and denominators of each measure so that Liberty could reconcile the sets of data from the two parties. Liberty therefore requested that AT&T provide this information. AT&T did so, and provided the actual data files used to calculate the performance measure results it believed to be correct.

After the scope of the reconciliation was agreed upon and after Liberty received comparable data from both parties, Liberty began its analysis by matching the parties' data files. Liberty identified records where the parties agreed (so that no reconciliation was necessary), cases where one party included a record but the other party did not, and records where both parties included the record in the denominator, but disagreed about the numerator.

Liberty then analyzed the discrepant records. If Liberty could reach a decision about how the record should be treated by using the available information, Liberty did so. If more information was required, Liberty submitted data requests to one or both parties (as agreed among the parties, Liberty copied each party on the data requests submitted to the other). Liberty was sometimes able to use the information in the analyses provided by Qwest in lieu of sending data requests to Qwest.

For each record analyzed, Liberty reached one of six conclusions, as follows:

1. Qwest and AT&T agreed on the treatment of the record

2. Qwest incorrectly included, excluded, or otherwise treated the record in the measure
3. Qwest's reporting of the record was correct
4. AT&T did not provide any additional information to demonstrate that Qwest's treatment of the record was incorrect [AT&T Comment – The fact that AT&T and Qwest's data was different indicates, as an initial matter, that AT&T believed Qwest's data was incorrect. If Liberty found the conflicting data to be inconclusive, shouldn't this go in category 6?]
5. There was no actual discrepancy between the parties, (e.g., cases where some analysis is required to demonstrate that there is no discrepancy)
6. The information available on the record was inconclusive or conflicting in a way that prevented reconciliation.
7. Qwest did not provide any information to demonstrate that its treatment of the data was correct or that the CLEC's treatment of the record was incorrect.

[AT&T Comment – For reasons previously discussed, AT&T believes that a seventh conclusion should be added to the above list.]

## **B. Reconciliation Issues**

There was little apparent agreement between the companies at the initial stages of the reconciliation. For example, for LIS Trunks, AT&T and Qwest agreed on both the numerator and denominator for OP-3 for only 9 percent of the orders under consideration. OP-4, which has an interval numerator rather than a miss/met numerator like OP-3, showed even less agreement (6 percent). After some investigation and analysis, Liberty found, by determining that some records fell into category #5 above, that there was only a slightly higher level of agreement. However, Liberty determined that only a few issues that accounted for much of the discrepancy.

### **Service Order Completion Date**

For LIS Trunks, Liberty found that Qwest and AT&T have different operational definitions of when an order is considered to be completed. [AT&T Comment: AT&T and Qwest have different opinions on which date should be reflected as the Due Date for performance measurement purposes. Both parties agree that the order is completed at final test and turn up. However, Qwest's portion of the interconnection trunk, the Qwest provided LIS trunk portion is completed prior to the final test and turn up and the difference of opinion is whether or not the Due Date is measured when Qwest completes its portion of the interconnection trunk or when AT&T completes its portion.] In most instances, AT&T views the order as completed earlier than Qwest does. AT&T believes the order is completed when a first test is done, but Qwest does not consider it completed until an additional test is completed as well. For many orders a due date is established; i.e., the date by which both parties expect to complete the order. [AT&T Comment: Liberty is not correctly capturing AT&T's position. Both AT&T and Qwest agree on when the order is completed, it is at Test and Turn up. The due date established in the order is for Qwest's completion of its LIS trunk portion of the interconnection trunk. It is not the date by which both parties expect to complete the order. And the completion date should not be interchanged with the performance measurement due date.] When a test is successfully

completed on that due date, AT&T considers the order completed. [AT&T Comment: For measurement purposes, AT&T considers the order completed, on successful completion of the acceptance test. AT&T acknowledges that there is a final test and turn up of the trunk through AT&T and Qwest's switches that occurs and that is the date AT&T considers the order completed for operational purposes.] AT&T therefore includes the order in the relevant performance measures as completed on the date of that test. [AT&T Comment: AT&T considers Qwest's performance to be measurable against the date of acceptance of Qwest's LIS trunk portion of the interconnection trunk, which AT&T believes is the due date defined in the PID.] However, Qwest believes another test is necessary; i.e., a test for which AT&T is often not ready on the due date. [AT&T Comment: This continues to incorrectly capture AT&T's position. This statement implies that AT&T does not believe another test is necessary. On the contrary, AT&T contacts Qwest to complete the final test and turn up. AT&T is not disagreeing with the final test and turn up concept. In fact that requirement is set forth in the SGAT.] Accordingly, Qwest classifies the order completion as having been missed for customer reasons, and therefore excludes it from many measure results. This disagreement about the meaning of order completion accounts for significant numbers of discrepancies between the parties. For example, it accounts for a third of the LIS trunk denominator discrepancies between the parties for OP-3 for the months of January to June. [AT&T Comment: This entire paragraph mischaracterizes AT&T's position on the Due Date vs Completion Date interpretation and should be completely restructured to be accurate.]

Both AT&T and Qwest have reasonable justifications for their definitions of order completion. [AT&T Comment: Liberty continues to interchange order completion with Due Date as identified in the PID. This error must be corrected in order to resolve the differences in understanding.] Their difference is an operational one, which cannot be resolved in either party's favor by referring to the language of the PID. Liberty did not consider this test as including a Liberty determination of which company applied the better or most correct operational interpretation. Rather, Liberty sought to determine whether Qwest's approach was out of conformity with the PID. Liberty concluded that Qwest's definition and use of a service order completion date could not be judged to be out of conformance with the PID. [AT&T Comment - Qwest's interpretation of the completion date resulted in approximately 80% of the AT&T LIS trunk orders being excluded for reasons of "customer not ready." A definition that results in excluding that many orders would point towards a conclusion that the definition is unreasonable. Qwest's current process for testing LIS trunks and its definition of completion date make it inevitable that the order will be coded as customer not ready.

In testing a LIS trunk order there are three important steps. The first step is acceptance testing. In acceptance testing the CLEC and Qwest jointly test the service. The due date provided on FOCs for LIS trunk installation is the acceptance test date. Unless Qwest completes its work early, Qwest will not permit acceptance testing prior to the FOC date. After acceptance testing, the CLEC performs the second step of its own network and service testing. Qwest has no role in this testing. Finally, the third step is that Qwest and the CLEC conduct joint test and turn up of the service. For purposes of measuring performance, Qwest defines an order as being completed after the third step, test and turn up, has been completed. For purposes of measuring performance, AT&T defines Qwest's portion of an order as being completed after the first step, acceptance testing.

In order to avoid having a LIS trunk order deemed as "customer not ready" the second and third steps in the LIS trunk testing process must occur without problem and be completed on the same

day as acceptance testing. As evident by the fact that Qwest has excluded approximately 80% of the LIS trunk orders, this is quite difficult to achieve in practice. AT&T believes it used the more reasonable and more PID-compliant definition of completion date. For a further explanation please see AT&T Response to the November 9 Qwest Provided Explanation, PID Due Date Explanation. For ease of reference, a copy of that response is attached to these comments.]

The parties' differing interpretations of the term *completion date* [AT&T comment: It is the interpretation of the PID Due Date, not the order completion date.] appears to be limited to LIS trunk orders. Liberty did not find that this difference affected results for loops. However, it is possible that a similar difference could cause differing results for other products.

### **Data Processing Error**

Liberty's analysis of LIS Trunks disclosed that many orders being reported in OP-15 did not appear to be Qwest "misses," even according to Qwest's own data. The cause of the problem was a data transfer error. The Detailed Data Set that Qwest uses for the OP-15 measure incorporates data from the Integrated Data Repository (IDR) Pending data source. One extremely important piece of this data is the miss code, which determines whether the order will be included in OP-15, and whether it will be included in OP-15A or OP-15B. LIS Trunks constitute a designed service; therefore, they have three-digit miss codes. Misses for customer reasons begin with the letter "C." For example, C01 is the miss code for the category of "Customer Not Ready." During the data transfer step, the third digit of the miss code was often (although not always) being truncated. The Wholesale Regulatory Reporting program looks up the code in a miss code table in order to determine how the order should be handled. If it fails to find the code, it establishes Qwest as the default cause of the miss. Therefore, all of the LIS trunk orders showing two digit miss codes were being reported as Qwest misses, even though not all of them were. Qwest has stated that it knew about the problem, and has already fixed it, but the performance reports for the months being reconciled, and the data provided by Qwest that generated them, contained this error. Liberty will issue an Exception Report addressing this issue. The problem occurred in about half of the LIS Trunk service orders. [AT&T Comment: What is the impact on Qwest's OP-15 performance results reports? For what period of time does the error exist? What months of data are affected?]

This problem could exist (for the period being reconciled) for designed services other than LIS Trunks. Accordingly, an investigation would be appropriate to determine exactly the full range of products affected, and the months involved. [AT&T Comment – What is Liberty's opinion as to how this investigation would be conducted?]

### **Use of Reference Date**

Several performance measures use the number of orders completed in the reporting period as the denominator. Qwest's service order database does not contain a real-time picture of service order activity. Liberty's review during the performance measures audit showed that records are updated close to the time of the activity involved, such as completion; however, there is usually a lag of a couple of days. If the performance measures used only the report month, Qwest could miss a substantial amount of activity. [AT&T Comment – There should be no question of "if the performance measures use only the report month; the PID clearly requires the performance measures to use only the report month. For example, the OP-3 PID measurement requires that, "[a]ll inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured." (PID Version 3.0,

May 31, 2001, emphasis added) The reporting period is defined as "one month." (PID Version 3.0, May 31, 2001, OP-3 PID) Completion is defined as "[t]he time in the order process when the service has been provisioned and service is available." (PID Version 3.0, May 31, 2001) Consequently, if the reporting month is September and the September results include some orders completed in August and do not include some orders that were completed in September, Qwest would be non-compliant with the PID. It appears that Liberty found Qwest to be non-compliant with all of the PIDs that require reporting of orders completed in the reporting month. AT&T requests that Liberty create an Exception to document this finding.

In its below comments, Liberty attempts to explain away Qwest's non-compliant reporting of results by stating that "Qwest solved this potential problem by calculating measures for records in which the database reference date is the reporting month." As an initial matter, the terms "reference date," "database reference date" or any like term cannot be found in the PID. AT&T requests that Liberty define the term "reference date." Qwest's equating of "completion date" with "database reference date" is unsupported by any PID language and should have been cause for an Exception to be created.

Liberty's language in this report dances around calling Qwest's equating of the "completion date" with the "database reference date" a problem. In the below language Liberty describes the issue as a "potential problem" and states that it "does not consider this problem to be a material one." AT&T considers Qwest's method of equating the database reference date and the completion date a problem in that the method is non-compliant with the PID.

In the below paragraph Liberty succinctly and clearly states the problem, "orders that are completed in one month [may] be reported in a later calendar month. As far as AT&T can determine, this is the first time this problem has been clearly explained and identified. In both the PID release for OP-3, OP-4, OP-6 and the Liberty Final Report can be found the following language:

To begin the process for reporting these provisioning measures, a program called *rsorext.sas* extracts data from PANS for the current month and the past sevens (sic) months. This is done to ensure that all records with a **reference date** in the current month are captured. Qwest reported that a test had been conducted to ensure that it need not go back further to capture relevant records. (Performance Measurement Release Report, OP-3, OP-4 and OP-6, p. 2 and Final Report on the Audit of Qwest's Performance Measures, September 25, 2001, p. 56.)

The clarity that is found in this document in explaining the fact that Qwest does not comply with the PID requirement to only report data in the reporting month for those orders completed in the reporting month is not found in either the PID release or the Final Report.

Rather than blessing Qwest's noncompliant process of reporting results in a month that also contain orders completed in earlier months AT&T would suggest the more PID-compliant solution would have been for Qwest to wait for what Liberty characterized as "a lag of a couple of days" before running the *rsorext.sas* program. This would be a well-defined and consistently applied process that ensured that every order was accounted for in the month it should be accounted for. AT&T is sure that there are other

PID compliant solutions that could have been implemented instead of Qwest's PID non-compliant solution.]

Qwest solved this potential problem by calculating measures for records in which the database reference date is the reporting month. This method helps ensure that all records are reported, but may cause orders that are completed in one month to be reported in a later calendar month. Liberty does not consider this problem to be a material one, because:

- Every order is eventually accounted for
- The process is well-defined and applied consistently
- The overall impact (including an order in a future month's performance report) is minimal. [AT&T Comment – AT&T disagrees with Liberty's conclusion that the overall impact is minimal. Liberty's below findings would support a conclusion that the impact is material. Below, Liberty found that 11 percent of the LIS Trunk orders were accounted for by Qwest's non-compliant use of the reference date and nearly 6 percent of the unbundled loop discrepancies. These percentages hardly seem minimal.]

However, a CLEC would not know the reference date; it would only know the actual date of completion. The reference date matter accounted for about 11 percent of the LIS Trunk discrepancies and for nearly 6 percent of the discrepancies between AT&T and Qwest for OP-3, unbundled loops, for April 2001.

This reference date issue affects all products.

### **Changed Due Dates**

Qwest and AT&T have differing views on how a service order for unbundled loops should be treated in performance measures in those cases where AT&T has changed the due date on the order. It was determined that Qwest's view was incorrect. The reconciliation of LIS Trunk and unbundled loop data has shown that Qwest incorrectly excluded records from the calculation of the OP-3 PID results. In every case where AT&T changed the due date after the order reached a certain stage in the process, Qwest treated the order as ineligible for inclusion in the OP measures. AT&T, on the other hand, only excluded an order if it changed the due date on the due date itself; it regarded these orders to be the ones whose due dates were missed due to for AT&T-caused reasons. If AT&T changed the due date at any earlier time, it did not exclude the order (at least for a reason related to the changed due date). This difference accounted for about a quarter of the OP-3 unbundled loop discrepancies and for a smaller percentage of the LIS Trunk discrepancies between Qwest and AT&T. [AT&T Comment – What were the actual percentages of LIS Trunk and unbundled loop orders that Qwest inappropriately excluded because the customer changed the due date? Did this exclusion cause Qwest's performance results to be inaccurate?]

This issue is not applicable under the current Qwest method for calculating performance measures. Version 4.0 of the ROC PID changed the method of accounting for customer-requested changes in the due date. [AT&T Comment – Version 4.0 of the ROC PID is irrelevant to this reconciliation project. As shown in the fourth question in Liberty's Eighth Data Request to Qwest, "Liberty is using Version 3.0 of the PID for this data reconciliation project. Please confirm that Qwest believes this is the appropriate version to use, or explain which version

Qwest believes should be used." Qwest's response to that data request indicated that it did not use Version 4.0 for the project. Instead Qwest responded by stating:

The following PID versions were in effect for the following periods:

Version 2.0 Jan 2001 to Feb 8, 2001

Version 2.2 Feb 8 2001 to May 31 2001

Version 3.0 June 2001

In addition, AT&T also used PID Version 3.0 to perform its PID calculation. It is completely inappropriate for Liberty to introduce any comment involving PID version 4.0 in this report. Since no party performed its reconciliation using PID Version 4.0, Liberty's above reference to it unnecessarily confuses the issue with irrelevant information. AT&T suggests that the reference to PID Version 4.0 be deleted from this report.]

Qwest now reports those orders against an "Applicable Due Date," instead of the original due date. [AT&T Comment – As previously discussed, what "Qwest now reports" is irrelevant to this exercise. What is relevant is how Qwest reported the results for the periods in question using PID Versions 2.0, 2.2 and 3.0. Consequently, AT&T suggests that the Liberty's sentence identifying the "Applicable Due Date" be deleted.] In the 2.0, 2.2 and 3.0 earlier versions of the PID that were used by the parties for this project, Qwest, the CLECs and Liberty were required to measured commitments met performance against the original due date. Qwest inappropriately and in violation of the PID requirements of Version 2.0, 2.2 and 3.0 and it judged as ineligible those orders for which the customer requested a later due date. The earlier 2.0, 2.2 and 3.0 PID versions did not explicitly allow this exclusion; The its language that Qwest relied upon to support this inappropriate exclusion said "customer requested a later due date when the technician arrived to do the work." Qwest interpreted the exclusion more liberally than this phrasing would allow. While it may seem unrealistic to hold Qwest to an original due date in every case that its customer requested a later one, Because of Qwest's inappropriate interpretation of this exclusion, Qwest was in violation of the precise language that had been contained in the PID versions 2.0, 2.2 and 3.0. This violation resulted in Qwest's performance appearing better than it actually was had Qwest actually performed PID-compliant calculations. If Qwest had performed PID-compliant OP-3 calculations, the evidence shows that Qwest's LIS trunk and unbundled loop commitments met performance would have been considerably worse. The inappropriate exclusion of orders with customer changed due dates from the calculation of the OP-3 results affects all products. Liberty will issue an Exception Report addressing this issue. [AT&T Comment – AT&T finds it outrageous that Liberty casually dismissed this blatant deviation of Qwest's calculation processes from the PID requirement. AT&T also finds it inexplicable that Liberty failed to issue an Exception for this deviation. When reading Liberty's above analysis, the phrase "swept under the carpet" kept coming to mind. AT&T believes its above modifications to Liberty's Changed Due Date analysis more clearly, accurately and fairly describes the relevant facts and the conclusions that should be reached using those facts.]

### **Missed Due Dates**

Qwest and AT&T have differing views on which orders should be excluded from OP-3, OP-4, and OP-6 on the grounds of customer-caused missed due dates. Qwest excludes every order that has a missed due date for any customer (i.e., AT&T) reason. AT&T states that it attempts to exclude only those orders that have missed due dates for the specific reasons stated in the PID. Unlike the changed due date issue discussed above, this distinction did not constitute a major source of the discrepancies between the parties. [AT&T Comment – The PID includes a list of

what are considered to be "standard categories of customer reasons." In the PID, preceding the list of standard categories of customer reasons is the phrase, "[s]tandard categories of customer reasons are." The PID then goes on to list the customer reasons. The language in the PID would support a conclusion that the list in the PID was the complete list and that the AT&T view on customer-caused missed due dates was correct. If the PID language preceding the list of customer reasons had been, "standard categories of customer reasons include but are not limited to" then Qwest's more expansive definition might have been appropriate. However, since it does not, AT&T's view on standard categories of customer reasons should be considered the accurate view.]

### **Firm Order Confirmations (FOCs)**

Several issues caused a vast difference between what Qwest reported and what AT&T thought should be reported. First, AT&T counted multiple FOCs for PONs that included several orders and only one FOC. Second, AT&T did not capture FOCs for disconnect orders, cancelled orders, and change orders. Finally, for the month of June 2001, Qwest failed to report the first order of FOCs that contained multiple orders. Qwest had already reported this problem in its October 5, 2001, summary of notes to the regional results report. Liberty is still considering whether that notification was sufficient. [AT&T Comment – As an initial matter, Qwest's process for providing its summary of notes for monthly performance results is proving to be inadequate. Qwest only makes those notes available for one month, while the changes described in those notes may carry forward in subsequent versions of the notes. For example, the October 5, 2001 summary of notes that Liberty reference above cannot be accessed through Qwest's web site. Consequently, whatever problem Qwest reported with the PO-5 results in the October 5, 2001 summary of notes is now invisible. In examining the November 21, 2001 there's no way of knowing if the June 2001 PO-5 results are suspect.

Qwest's failure to report the first order of FOCs that contained multiple orders for the June 2001 results should have resulted in an Exception being generated. AT&T is unclear as to why Liberty would only be considering how to respond to a finding that Qwest excluded relevant transactions from the PO-5 results and would not simply issue an Exception. AT&T requests that Liberty explain why no exception was created.]

These matters accounted for practically all of the discrepancies between AT&T and Qwest in the PO-5 denominator for unbundled loops. Qwest's and AT&T's initial submittal showed that only 11 percent of their records matched. Qwest's reporting problem in June caused 5 percent of the total records and 11 percent of the records for June to be in error. It was not clear which company was in error for 8 percent of the records. [AT&T Comment – Is the lack of clarity on which company was in error for the 8 percent of the records the final conclusion, or is there additional work that Liberty is performing that would add clarity as to the source of the problem?]

Liberty found vastly higher matching of records in the case of LIS Trunks. Qwest and AT&T at the outset agreed on the denominator in 70 percent of the cases. About 36 percent of the apparent discrepancies were ultimately not real discrepancies at all. [AT&T Comment – Please describe the analysis that was performed that led Liberty to the conclusion that "[a]bout 36 percent of the apparent discrepancies were ultimately not real discrepancies at all."] Liberty found that Qwest had incorrectly reported on less than 3 percent of the records. [AT&T Comment – Liberty's preceding finding appears incorrect. In the preceding paragraph, Liberty concluded "Qwest's reporting problem in June caused 5 percent of the total records and 11 percent of the records for



June to be in error.” If Qwest’s failure to report all of the June FOCs by itself caused 5 percent of the records to be erroneous, how is it that in the preceding finding Liberty finds that “Qwest had incorrectly reported on less than 3 percent of the records? Does the 3 percent of erroneous records represent the errors above and beyond the 5 percent of erroneous records that resulted from the June reporting problem? Is it more accurate to state that 8 percent of the Qwest records were in error?”]

### **Hot Cuts**

OP-13A measures the percentage of loop hot cuts completed on time. This measure reflected considerable agreement between Qwest and AT&T, but even in this case, only 73 percent of the records initially agreed. Another 8 percent of those that did not match initially were found to be duplicates. Of the discrepancies that existed, Liberty found that 6 percent fell into the “inconclusive” category. These cases were instances where Qwest and AT&T disagreed on whether the cut was completed on time. The recorded start and stop times for the two companies varied. The place of most disagreement was the recorded start times for the cut, but even there most of the cases varied by less than one hour. There was no evident procedural or systemic reason that would support a conclusion that either company was routinely recording times earlier or later than the other was. In summary, while reported times varied, the information provided by AT&T did not show that Qwest was making any attempt to shorten the cut interval for the purpose of improving reported hot cut performance. [AT&T Comment – AT&T believes that in the preceding sentence Liberty is using the wrong standard. Liberty should not be evaluating whether Qwest was making any attempt to shorten the cut interval for the purpose of improving reported hot cut performance. That standard implies that before any negative finding can be made, Liberty must find that: 1) a Qwest error shortened the cut interval, and 2) the error was made with the intent of improving hot cut performance. That is the wrong standard. As previously stated by Liberty and slightly modified by AT&T, the question to be answered is “[d]oes any of the information provided by the participating CLECs or Qwest demonstrate inaccuracy in Qwest’s reporting of performance results under the measures defined in the PID?” An error is an error is an error. An error that Qwest makes that appears to be to Qwest’s detriment should not be ignored simply because it might have harmed Qwest. In addition, there is no need to determine if the error was intentional or unintentional. Liberty failed to answer the more appropriate question of whether the information provided by AT&T showed that Qwest was inaccurately reporting performance results under the measures defined in the PID. Liberty should answer that question for this section of the report to be complete.]

In several cases, Qwest’s reported interval was greater than the one recorded by AT&T. It appeared that AT&T might have considered the cut to be a “miss” if the total elapsed time was greater than one hour. However, the PID actually allows two hours for cuts involving 16 or fewer lines. Liberty requested more detailed log information to support its recorded times in selected cases. Qwest did not provide a response in time for inclusion in this report. [AT&T Comment – If Qwest did not provide a response to the request for more detailed log information, it would seem that any conclusion on the OP-13 results would be premature or else AT&T’s conclusions should be taken as true given that Qwest didn’t provide information to disprove it.]

## C. Reconciliation Results

Liberty has prepared spreadsheets showing the results of its analysis of the AT&T data. These documents contain information that is proprietary to AT&T; therefore, Liberty has made a very limited distribution of the spreadsheets. The following paragraphs provide a summary description of the results shown in greater detail in the spreadsheets.

For LIS Trunks and OP-3, Liberty found that Qwest and AT&T agreed on the treatment of 9 percent of the orders, that Qwest clearly treated the order correctly in 73 percent of the orders, that AT&T's information did not show that Qwest was incorrect in 12 percent of the orders, and that 6 percent of the orders demonstrated inconclusive results. [AT&T Comment – For reasons previously discussed, AT&T believes that the preceding conclusion is incorrect. In the sentence immediately preceding these comments, Liberty has essentially concluded that Qwest made no errors in the calculation of the OP-3 results. This conclusion does not square with Liberty's previous conclusion in the discussion of the OP-3 results for changed due dates that, "Qwest was in violation of the precise language that had been contained in the PID." In what category does Liberty place those orders where Qwest's calculation was "in violation of the precise language that had been contained in the PID?" At a minimum, Liberty should have found Qwest reporting incorrect results for those orders with changed due dates that Qwest inappropriately excluded. AT&T requests that Liberty restate those results with the inappropriate exclusion of changed due date orders considered a conclusion that Qwest incorrectly included, excluded, or otherwise treated the record in the measure.] For OP-4, the percentages were the same, except that the parties agreed on only 6 percent and the number of inconclusive orders was 9 percent. [AT&T Comment - For reasons previously discussed, AT&T believes that the preceding conclusion is incorrect. In the sentence immediately preceding these comments, Liberty has essentially concluded that Qwest made no errors in the calculation of the OP-4 results. This conclusion does not square with Liberty's previous conclusion in the discussion of the OP-3 results for changed due dates that, "Qwest was in violation of the precise language that had been contained in the PID." In what category does Liberty place those orders where Qwest's calculation was "in violation of the precise language that had been contained in the PID?" At a minimum, Liberty should have found Qwest reporting incorrect results for those orders with changed due dates that Qwest inappropriately excluded. AT&T requests that Liberty restate those results with the inappropriate exclusion of changed due date orders considered a conclusion that Qwest incorrectly included, excluded, or otherwise treated the record in the measure.]

For unbundled loops and OP-3, Qwest and AT&T agreed on the treatment of 64 percent of the orders. Liberty concluded that Qwest was in error on 1 percent of the total, that in 19 percent of the total Qwest was either clearly correct or AT&T's information did not show Qwest to be incorrect, that 11 percent of the orders fell into a category of not actually being a discrepancy, and that the results for 5 percent of the orders were inconclusive. [AT&T Comment – For reasons previously discussed, AT&T believes that the preceding conclusion is incorrect. In the sentence immediately preceding these comments, Liberty has essentially concluded that Qwest made errors on only 1% of the orders in the calculation of the OP-3 results. This conclusion does not square with Liberty's previous conclusion in the discussion of the OP-3 results for changed due dates that, "Qwest was in violation of the precise language that had been contained in the PID." In what category does Liberty place those orders where Qwest's calculation was "in violation of the precise language that had been contained in the PID?" At a minimum, Liberty should have found Qwest reporting incorrect results for those orders with changed due dates that Qwest inappropriately excluded. AT&T requests that Liberty restate those results with the

inappropriate exclusion of changed due date orders considered a conclusion that Qwest incorrectly included, excluded, or otherwise treated the record in the measure.

The reconciliation effort was also supposed to include, "[t]he numerator and denominator of OP-4D and E combined for unbundled loops." There does not appear to be any Liberty findings on OP-4D and E for unbundled loops. AT&T requests that Liberty explain why no finding was made and when the parties can expect Liberty to conclude the analysis that would permit it to make a finding.

In addition, Liberty reports results as if the reconciliation for unbundled loops has been completed. However when AT&T requested Liberty provide its AT&T specific OP-6 analysis for loops (that analysis was not provided on November 3), AT&T was advised that the analysis was not finished and Liberty's spreadsheet was not available for AT&T's review. Apparently, neither is Liberty's summary of results for that performance measure.]

### **Qwest Errors**

In addition to the programming problem for OP-15 and the June 2001 incomplete reporting of FOCs for PO-5, the clear errors made by Qwest were minimal. [AT&T Comment – As previously discussed, AT&T considers the exclusion from the OP-3 and OP-4 measurement of orders with changed due dates to be a "clear error made by Qwest."] Liberty found a small number of service orders for which Qwest incorrectly classified a customer-caused miss. [AT&T Comment – What is the number or percentage?] It may be that some of the items that Liberty classified as inconclusive could have the same type of problem, as many of the items carried a Qwest-designated customer miss code. [AT&T Comment – In an exercise designed to determine if there was "inaccuracy in Qwest's reporting of performance results under the measures defined in the PID" it is not clear if Liberty spent sufficient energy investigating whether Qwest's miscoding of orders as customer misses extended to the items classified as inconclusive. Why was Liberty able to determine that some orders were definitely miscoded as customer misses while it was unable to determine if other orders were miscoded?

AT&T has reviewed the underlying spreadsheets Liberty has provided and has found several instances where the analysis does not match with the information AT&T provided to Liberty. These analyses differences directly affect Liberty's overall summary and must be taken into consideration before Liberty's report can be considered accurate. In addition to the order specific differences identified, AT&T believes that Liberty treated all orders that were identified by Qwest as non-eligible for inclusion in PID calculations to be correctly handled by Qwest even though Liberty's analysis indicates that Qwest improperly excluded those orders. This treatment skews Liberty's analysis and impacts its results. Liberty also assumes that Qwest's Due Date definition is correct in performing the assessment, counting all Qwest LIS orders for OP-3, OP-4, OP-6 and OP-15 as correctly handled. Since Liberty's explanation of AT&T's position indicates that it is likely that Liberty did not fully understand the issue, than that incomplete understanding has been reflected in all of its underlying analysis.

As late as November 6, a Qwest response to a Liberty data request was provided. This response dealt with analysis of Arizona orders and could have direct impact on Liberty's data reconciliation conclusions. Until Liberty has received all responses and completed its analysis, it is not reasonable to consider the Liberty Arizona data reconciliation report to be complete.]

## D. Trouble Tickets

Liberty's work scope included a review of AT&T's and Qwest's Arizona trouble ticket data for unbundled loop products for the April to June 2001 period. Liberty conducted this review to determine whether Qwest had correctly reported its performance measures, particularly MR-6 – Mean Time to Repair (*MTTR*). Liberty received summary information in spreadsheet form from both parties, as well as a hard copy of many of the AT&T and Qwest trouble tickets.<sup>1</sup>

Liberty identified several issues in its preliminary analysis:

- There was a large discrepancy in the population of “relevant” trouble tickets provided by each party.
- In many cases, AT&T had logged more than one Qwest trouble ticket number in connection with a single AT&T repair request.
- In no case did the *MTTR* or repair duration recorded by each party match.

There was a significant disparity in the population of relevant Qwest trouble ticket numbers that each party provided. Approximately 60 percent of the Qwest ticket numbers in each party's data set matched; the balance did not appear in the other party's data. Liberty confined its analysis to those Qwest trouble ticket numbers found in both data sets.<sup>2</sup>

Roughly 15 percent of AT&T repair orders had multiple, *i.e.*, between two and six, Qwest ticket numbers associated with them. Two main reasons explain why Qwest assigned more than one ticket number to an AT&T repair order:

- The AT&T repair order included two or more different circuits, which were subsequently assigned separate Qwest trouble ticket numbers.
- There was more than one repair performed on the given circuits, and these repairs were performed on different days. Qwest typically opened and closed the original tickets and opened new ones for the later repairs.

[AT&T Comment – Did Liberty find that Qwest consistently applies the above two procedures for every trouble ticket or is it sporadic? If Qwest's procedures are inconsistent, this should be noted.]

---

<sup>1</sup> In its spreadsheets, Qwest provided data including, among other things, trouble ticket number, product code, repair duration, and received date; there were no clear dates or start/stop times provided. AT&T provided, for each of its own trouble tickets, the corresponding Qwest trouble ticket number(s), the open and restore date and time of the Qwest tickets, and a short description of the problem and treatment by Qwest.

<sup>2</sup> Liberty did not attempt to isolate the reasons for the discrepancy, but during the course of its analysis identified some possible explanations. Liberty found that some of the ticket numbers provided by AT&T were for dates outside the April to June 2001 period, and some appeared to contain typographical errors (since Qwest was able to locate relevant tickets with similar numbers). [AT&T Comment – What other possibilities did Liberty consider other than typographical errors?]

The primary reasons for opening multiple Qwest trouble tickets on an AT&T service request arise from procedural differences between the parties. CLECs are permitted to bundle repair requests, provided that the repairs are for the same customer and location. Qwest, on the other hand, splits the repairs into separate trouble tickets in order to allow proper calculation of billing adjustments for individual circuits. While individual trouble tickets on a given problem may be opened and closed by Qwest, AT&T may have reasons (e.g., recurring, intermittent service problems) to keep a trouble ticket with its own customer open. Should AT&T wish to pursue a matter on an open AT&T ticket, Qwest would have to open new tickets. From AT&T's perspective, there would thus be more than one Qwest ticket number for an AT&T ticket.

Liberty developed a summary chart itemizing the reason for multiple Qwest tickets, and submitted it to AT&T for comments. AT&T ultimately agreed with Liberty's analysis in one-third of the cases. For the others, AT&T questioned how specific situations were treated in the performance measures. Specific situations raised by AT&T included:

- When a trouble ticket is opened and closed but the AT&T customer remains down and another trouble ticket is required to restore service (i.e., more than one Qwest trouble ticket is required to solve an AT&T customer's problem)
- When a reported trouble contains two circuits, each having different problems
- When a trouble is repaired incorrectly or incompletely
- When the wrong circuit is either repaired or reported (i.e., a records error by either party)
- When a trouble ticket is opened to test a repair just made
- When a trouble ticket is closed incorrectly to "no trouble found" (NTF)
- Subsequent or "tracking" tickets.

Liberty examined each of the trouble tickets in question, and subsequently reviewed them with Qwest in detail. Qwest uses guidelines set forth in its business requirements documents to guide the opening and restoring of trouble tickets. [AT&T Comment – Are these documents provided to CLECs so they can ascertain what processes Qwest uses, or were these exclusively provided to Liberty?] Specifically:

- Multiple circuits on one CLEC repair request are split to separate Qwest tickets.
- A ticket is closed upon consent of the CLEC; if the problem remains after a ticket is restored, then a new ticket must be opened.<sup>3</sup>
- All trouble tickets are included in the population of relevant trouble tickets used to calculate performance measures, except those with trouble codes related to customer or carrier equipment and information tickets, (CPE, IEC, and INFO,

---

<sup>3</sup> According to Qwest, it gets approval from the CLEC before closing a ticket and records the name of the person giving such approval. If the CLEC requests that Qwest hold a ticket open and there is no further action 24 hours later, Qwest closes the ticket back to the restore time. [AT&T Comment – Did Liberty check to confirm that CLEC names were recorded before tickets were closed?]

which explains why some tickets appeared in AT&T's data but not in Qwest's data, because Qwest provided only tickets used to derive the reported measures).

- "No access" time is subtracted out of MTTR under the PID.
- Subsequent tickets are not included in the measure under the PID.
- Trouble reports on products under "retail tariffs"<sup>4</sup> are included in retail performance measures, rather than in the wholesale measures. [AT&T Comment: The trouble reports related to retail tariffs as identified by Liberty were not associated with UBL-Analog, they were associated with a possible LIS trunk. Since AT&T could not differentiate between PL and LIS, it was agreed that only Trouble Tickets for UBL-Analog loops would be evaluated. AT&T's records specifically identified these Trouble Tickets to not be part of the UBL-Analog universe. This part of the Liberty analysis is not germane to the agreed to reconciliation.]

The PID does not require distinct measurements to reflect the "quality" of a repair. The fact that a repair may have been made incorrectly, or that multiple attempts were required before the repair was completed is irrelevant; each repair that does not involve a CPE, IEC or INFO (which includes "test assist") trouble is included in the MR-6 measure.<sup>5</sup> When the wrong circuit is reported or repaired, regardless of which party made the error, the ticket is typically closed to CPE or INFO, and subsequently excluded from the performance measures.

Trouble tickets restored with a trouble code of NTF (no trouble found) are included in the performance measures, as the PID requires. Liberty found, however, that there was some judgment being applied in the assignment of trouble codes. "No trouble found" was closed to NTF in some cases and to CPE in other cases. According to its guidelines, if Qwest tested and found no circuit problem, then it would close the ticket to NTF. However, if additional available information indicated that the trouble was on the CLEC's side (e.g., the customer identifying the wrong circuit or that the trouble was actually on the customer's side), then Qwest would close the ticket to CPE.<sup>6</sup> In the former case, the ticket would be included in the measure; in the latter case, it would not.

Liberty found that, for each of the trouble tickets in question, Qwest handled its trouble tickets consistently with its stated procedures and with the PID. Liberty did, however, find human errors in the coding for roughly 4 percent of the tickets. Specifically, tickets that apparently involved repair work were closed to CPE or INFO, and incorrectly excluded from the measure. Liberty believes that the magnitude of these errors was not sufficient to affect materially the Qwest-

---

<sup>4</sup> Qwest indicated that some AT&T customers' products are under the wholesale tariff and some are not; only those under the wholesale tariff are included in the wholesale measures.

<sup>5</sup> The differences would instead manifest themselves in the relative performance of each company. For example, if AT&T kept its own trouble ticket number open while Qwest opened and closed tickets more than once, AT&T's MTTR would be longer than Qwest's, but Qwest's repeat trouble rate would be higher.

<sup>6</sup> According to Qwest, at one time all of these tickets were restored as NTF, but this policy changed 2-3 years ago, and they began making this distinction between NTF and CPE.

reported results. Liberty has concluded that Qwest had handled the repair tickets correctly during the time period, and found no reason to conclude that it had reported its performance incorrectly.

The MTTR reported by AT&T on a given Qwest trouble ticket never matched the duration for the ticket reported by Qwest. For 59 percent of the tickets, the durations differed by more than 1 hour; for 30 percent, the durations differed by more than 12 hours. In a few cases, Qwest had actually recorded a longer MTTR than did AT&T, but in the majority of cases, the time recorded by AT&T was significantly longer than that recorded by Qwest. [AT&T Comment: It is not clear that Liberty's data reflects the entire universe of AT&T's 272 trouble tickets with at least one matching Qwest trouble ticket. How many of the 272 trouble tickets were the subject of Liberty's analysis? If these statistics are not for the entire universe, how did Liberty determine the sample to be a statistically valid quantity? Where is Liberty's explanation of this area? Did Liberty believe it was consistent with the agreed upon scope of the reconciliation to merely review a "sample" of the provided data particularly given the significance of the differences?

A 10% sample is inconsistent with Liberty's defined task which Liberty stated as "When Liberty has data about a trouble ticket from both parties, Liberty was to compare the repair intervals reported by the two parties." AT&T provided trouble ticket logs and matching Qwest trouble ticket information on over 12 times as many AT&T trouble tickets as analyzed by Liberty. Because these tickets had matching Qwest trouble ticket numbers (there were about a dozen that did not have matching Qwest trouble ticket numbers in AT&T's records) Liberty had the ability to request and Qwest should have had the information for Liberty to make the comparison as identified in its defined task. To do otherwise without a full explanation and without the agreement of the involved parties means that Liberty has not completed its task.]

Liberty submitted a data request to Qwest asking it to provide: (a) explanations for the difference in duration for a 10 percent sample of trouble tickets [AT&T comment: A 10% sample would have been at least 27 trouble tickets, not the 22 trouble ticket analysis (nearly 14% smaller) provided by Liberty in AT&T specific details. Is this a statistically valid sample? Is the sample taken in a manner that is not skewing the results?], and (b) copies of some of the individual tickets [AT&T comment: Does this mean that Qwest did not provide all of the 10% sample?]. Liberty found that:

- The disparity in durations ranged from 3 minutes to over 9 days.
- There was an apparent 3-hour difference between the system clock used by Qwest and that of AT&T (Liberty therefore assumed this difference to be a constant throughout its analysis). [AT&T comment: AT&T's trouble ticket clock is keyed to Eastern Time; Liberty could have removed their assumption by simply asking for confirmation.]
- In 77 percent of the cases, Qwest and AT&T had recorded the same (or roughly the same) open time for the ticket. [AT&T Comment: Are all of these statistics based on the 10% sample or a different analysis?]
- In only 23 percent of the cases, Qwest and AT&T had recorded the same (or roughly the same) open and restore time for the ticket.
- In 77 percent of the cases, Qwest had at some point during the repair "no access" time that AT&T did not remove from its MTTR.

Liberty was not able to fully explain the differences in open or restore times. [AT&T comment: If Liberty was not able to explain the differences for a 10% sample, did Liberty consider taking a larger sample? If so, what were the parameters surrounding the decision not to take the additional sample?] According to Qwest, the times associated with a given ticket are assigned by its system automatically. AT&T's log entries are reportedly made manually. Liberty reviewed AT&T's log entries, and found that AT&T did not always record precisely the times associated with the Qwest tickets; rather its focus appeared to be geared more to recording interactions with its own customers. Absent other evidence, therefore, Liberty has concluded that there is not a basis for concluding that Qwest's start and restore times were inaccurate. [AT&T comment: Liberty's analysis is far from complete. An analysis of only 22 of the 272 total AT&T trouble tickets with an associated Qwest trouble ticket was provided. How can Liberty reach these conclusions without a more complete analysis or at least significant additional explanation of how this sample represents the trouble ticket universe? Which portions of the analysis present are based on the sample and which portions, if any, of the analysis are based on evaluations of the full universe of trouble tickets? What did Liberty do to determine that Qwest's "automatic" process was accurate?]

Much of the discrepancy in MTTR between the parties can be explained the fact that AT&T did not subtract "no access" time from the ticket durations provided to Liberty. The differences in restore time noted above arise from the fact that AT&T did not restate tickets back to the appropriate time to account for this "stop clock" time [AT&T comment: AT&T did not have Qwest internal trouble ticket facts to make a restatement. Liberty's statement implies that AT&T knew all "stop clock" entries by Qwest, but that is not borne out by the trouble ticket information]. The fact that AT&T did not typically capture accurate "clock stop" information on its log entries, meant that Liberty could not validate the length of the "no access" times reported by Qwest. Absent other evidence, Liberty has concluded that there is not a basis for concluding that Qwest's no access time, and therefore MTTR, are inaccurate. [AT&T Comment: "stop clock" information for Qwest is only available to Qwest, not to AT&T. At best AT&T could guess the "stop clock" time. Because AT&T was not able to guess with accuracy Qwest's "stop clock" time, no time was excluded. This difference was known and was explained during discussions between AT&T and Liberty, but not clearly reflected in the way Liberty has documented its trouble ticket comparisons. Except for the "stop clock" time, the information should reasonably match, if not something else is wrong and should be addressed.]During its review of Qwest's tickets, Liberty did, however, find a mistake. Qwest improperly subtracted "clock stop" time when it was unwarranted. Liberty found few errors of this type; they were not frequent enough or significant enough in magnitude to affect materially Qwest-reported results. [AT&T Comment – Is Liberty's conclusion that Qwest's "mistakes" were insignificant based on a review of the sample size of 22 tickets only? How can Liberty conclude the "mistakes" were insignificant if it reviewed less than 10% of the available trouble tickets?]



## IV. Results of Data Reconciliation – Covad and WorldCom

### A. Covad

Covad initially requested an audit of the disaggregated line sharing and unbundled 2-wire non-loaded loop numerators and denominators for OP-4, OP-5, MR-3, MR-5, MR-6, and PO-5 for the months of May, June, and July 2001. After its own analysis, Qwest indicated that OP-5 was not auditable because the data used to calculate it originated from too many sources to permit a record-by-record reconciliation. [AT&T Comment – While the OP-5 measurement does not lend itself to a record-by-record comparison, the OP-5 numerators ((Number of New Installation Orders completed in the [prior + current months]/2\*) - (Total Number of New Installation-related Trouble Reports closed in the reporting period within 30 Calendar Days of Order Completion, including on the day the order is installed)) and OP-5 denominators (Number of New Installation Orders completed in the [prior + current months]/2\*) can be compared. Fundamentally, the number of trouble tickets opened within 30 calendar days of order completion and the number of orders completed in the current and prior month would need to be known. A comparison of new service trouble reports and orders completed in the reporting period could have essentially reconciled the relevant input data for the OP-5 calculation. Please describe the other methods that Liberty considered for reconciling the OP-5 measurement other than a record-by-record comparison.] Qwest and Covad could not produce data with a common field, which would be necessary to permit reconciliation of the maintenance and repair measures. [AT&T Comment – AT&T does not understand Liberty's use of the term "common field." Is Liberty implying that Qwest did not have records of Covad's trouble ticket number and Covad did not have records of Qwest's?]

Liberty reconciled OP-4 to the extent possible, given the information provided by Covad and Qwest. Liberty classified the orders according to whether Qwest and COVAD agreed on the numerator, denominator, and inclusion in the measure. Liberty then requested information from both parties. Qwest provided Local Service Requests (LSR), Work Force Administration Control (WFAC) records, and a discussion of specific orders that were included by Covad, but not by Qwest. Covad provided an updated database that included a number of orders that had been excluded for various reasons by Qwest, but did not include any documentation of Covad's position on any of the orders. Liberty reviewed the data filings, then performed additional analysis and presented a supplemental data request to the two parties. Again, Qwest provided LSRs and WFAC documentation on orders it had excluded, and, with only limited exceptions, Qwest provided all the information requested for OP-4. Covad did not respond. On November 29, 2001, Covad indicated that it had additional documentation related to the Arizona reconciliation. Liberty did not have time to secure and use that information in time to include its effect in this report. [AT&T Comment – Is it Liberty's intention to secure and use that information to include its effect in this report? If Liberty's analysis did not consider relevant information, then it would be premature for Liberty to arrive at any conclusions that were made without the relevant information. Why is it that "Liberty did not have time to secure and use that information in time to include its effect in this report?" What was preventing Liberty from taking the time to secure and use that information? What is Liberty's estimate on the amount of time it would have taken to secure and use that information?]

For the period from May through July 2001, Covad and Qwest agreed on 42 percent of the total OP-4 denominator orders. They agreed on the numerator in many fewer cases.

Qwest provided documentation for all its OP-4 line sharing orders that were in conflict with those included in Covad's numerator. The documentation consisted primarily of LSRs that provided the application date, completion date, and reference date. Liberty compared the values from these documents with values included in the comparable field in the data files supplied by Qwest. Liberty did not find any inconsistencies between the LSR documents and data files. [AT&T Comment – It would appear that Liberty verified the accuracy of Qwest's data by comparing Qwest data to Qwest data. Qwest could have miscoded or otherwise made an error on the LSR document that was carried through to the data file. This comparison provides no support to any conclusion on the accuracy of Qwest's raw data. Liberty's analysis should provide cold comfort to parties interested in the accuracy of Qwest's data.] Covad did not provide support for its data files. [AT&T Comment – Would the additional documentation that Covad identified, but Liberty did not have the time to secure and use, have provided support for its data files?] Liberty conducted the same type of analysis on 2-wire NL UBL orders with similar results. Liberty did not find inconsistencies between the LSR documents and Qwest data files. [AT&T Comment – Once again, Liberty appeared to verify the accuracy of Qwest data by comparing Qwest data to Qwest data. As previously discussed, this type of analysis adds very little value to the investigation into the accuracy of Qwest's raw data.]

Liberty also requested that Covad provide information on Qwest's PONs that were not matched by Covad. Covad indicated that it was unable to provide the information. Covad did provide an expanded data set that may have addressed some of the problems, but did not provide headers for the data set. Liberty was unable to use it. [AT&T Comment – What efforts did Liberty take with Covad to get headers for the data set? It would seem that providing data set headers would be a relatively simple undertaking. Did Liberty find it was impossible to obtain headers for the data set? Was Liberty somehow prevented from pursuing the acquisition of the data set headers? Given that Liberty has admitted that the data set may have addressed some problems, AT&T is disappointed that Liberty apparently "threw in the towel" on using what it admits could have been relevant data.] Liberty treated orders where Qwest was able to identify a PON as appropriate for inclusion in the performance report. Qwest was unable to provide PONs for some orders included in performance reports for the three-month period. Liberty treated these orders as inconclusive in its analysis. [AT&T Comment – Did Covad have information on the PONs that Qwest was unable to provide information for? If so, it would appear the more relevant conclusion for those orders would be that Qwest did not provide any information to demonstrate that Covad's treatment of the record was incorrect; therefore Covad's data should be considered accurate.]

Liberty requested documentation from Qwest for the orders that Covad included in the line sharing performance, but that Qwest did not include. Qwest responded with data for some instances, but stated there were some orders for which Qwest could not provide information. Liberty also treated these orders as inconclusive. [AT&T Comment – It would appear the more relevant conclusion for those orders would be that Qwest did not provide any information to demonstrate that Covad's treatment of the record was incorrect; therefore Covad's data should be considered accurate.]

In summary, for OP-4, Qwest and Covad matched on 42 percent of the line sharing and 2-wire NL UBL orders. There was substantial disagreement between Covad and Qwest on the numerator for the line sharing orders. Qwest provided LSR documentation to support its

position. Covad did not provide documentation for its position. [AT&T Comment – AT&T believes the statement “Covad did not provide documentation for its position” is inaccurate. From this report it appears that Covad did indeed provide relevant data that was missing header information and Covad attempted to provide other information on November 29. It would seem that a more appropriate conclusion would be, “Covad appeared to have information to support its position, however Liberty was under a very strict deadline to publish this report and Liberty chose to publish the report rather than pursue or evaluate the information supporting Covad’s position.”] For the period examined, Liberty found that 34 percent of the orders demonstrated inconclusive results, primarily because neither party could provide any support. [AT&T Comment – What portion of the 34 percent of orders would include orders for which Qwest could not provide any support?] Liberty’s review of the Covad data and of the Qwest data and supporting documentation did not reveal any problems with the accuracy of Qwest’s performance reporting. [AT&T Comment – If Qwest was unable to provide any support for a portion of the 34 percent of orders, that lack of support would seem to reveal a problem with the accuracy of the Qwest data. As previously discussed, a clear Qwest failure to demonstrate that its performance results are accurate should call into question the accuracy and reliability of those results.]

Through its failure to highlight Qwest’s lack of supporting information as the problem that it is, Liberty is teaching Qwest that the best way to get through a Liberty audit is for Qwest to not provide any information supporting its results. Liberty is apparently setting a standard that a lack of supporting information from Qwest is acceptable and does not support a conclusion that Qwest’s performance results are inaccurate. Clearly, this is not the precedent that should be set. Qwest must have some obligation to demonstrate that its performance results are accurate.]

For PO-5, Liberty again matched and classified the extent of agreement between the parties, and requested support for areas of disagreement. Qwest provided a file analyzing the Covad orders that were not included in Qwest’s files. The file identified the reason for excluding each order. Qwest also offered to provide additional documentation, provided that Covad provide documentation of its data file. [AT&T Comment – Did Covad provide documentation of its data file?] Since it was the best and only information available, Liberty used the Qwest analysis to evaluate Covad’s May and June data. [AT&T Comment – If Covad apparently provided May and June data, how can Liberty conclude that the Qwest data “was the best and **only** information available?”] It showed that many of the records should not have been included for Arizona or for the months within the test period.

Liberty has prepared spreadsheets showing the results of its analysis of the Covad service orders. These documents contain information that is proprietary to Covad; therefore, Liberty made a limited distribution of them.

## **B. WorldCom**

Liberty’s scope of work associated with WorldCom (WCom) and Arizona included OP-3, Installation Commitments Met, and OP-4, Installation Interval, for LIS Trunks and 2-wire unbundled analog loops. The time period under consideration was January through May 2001.

WCom did not provide data at the level of detail measured by OP-3 and OP-4 in certain cases. Therefore, Liberty’s reconciliation had to be adjusted accordingly. For example, WCom did not

disaggregate its OP-3D and OP-3E, and OP-4D and OP-4E, data by zone; therefore, the reconciliation addressed results for these sub-measures on a combined basis. In addition, the data provided by WCom did not contain sufficient information to calculate the OP-4 numerator, which is the actual installation interval. The UBL denominator for OP-4 excludes orders with customer-requested due dates that are greater than the standard interval. WCom could only determine these excluded orders on a limited basis. Therefore, Liberty sought to determine whether WCom's information on the total order counts showed any problems with the numbers reported by Qwest for OP-3 and OP-4.

Liberty's reconsolidation process confirmed the existence and generally appropriate use of Qwest's systems to produce accurate OP-3 and OP-4 measurements for WCom. Liberty found a small number of Qwest errors in the data inputs to these systems. These errors affected less than 2 percent of the total orders considered.

The initial reconciliation focused on the fact that Qwest reports at a service-order level, while WCom develops data at a purchase order level. A purchase order, or PON, might result in multiple service orders; therefore, Liberty had to establish the PON/SO relationship. Liberty found a number of differences between the WCom and Qwest classification and counting of orders. For example, WCom uses the month of actual order completion for reporting, while Qwest uses the reference date of an order, which means that some orders completed at the end of a month may be reported by Qwest in the following month or later. (See discussion in the AT&T section of this report.) The other significant difference in order counting was the fact that Qwest did not count orders classified as a customer-caused miss of the due date.

Liberty verified that Qwest's reported performance for WCom was correct strictly on the basis of Qwest's own data. [AT&T Comment – Once again Liberty verified that Qwest's data was accurate by comparing Qwest's data to Qwest's data.] Then, after the service order reconsolidation, Liberty determined that the orders reported by Qwest and WCom matched in 42 percent of the cases for LIS Trunks and in 75 percent of the cases for UBLs.

For the apparent discrepancies on LIS Trunk orders, Liberty found that in 47 percent of the total, either Qwest's and WCom's records affirmatively showed that Qwest was correct or that there was no information to prove that Qwest was incorrect. [AT&T Comment – What was the portion of the 47 percent in which there was no information to prove that Qwest was incorrect?] In 6 percent of the total, the results of the record analysis were inconclusive, and in less than 5 percent of the total, Liberty found that Qwest was incorrect. Qwest's errors were of two types: (a) that an order should have been ruled ineligible using Qwest's rules for a customer-caused miss, or (b) that the commitment date did not appear to be met as reported by Qwest. [AT&T Comment – Errors on at least five percent of the orders would appear to be a material amount. At what point would Liberty consider the rate of incorrect orders to be material?]

For the apparent discrepancies on UBL orders, Liberty found that in 22 percent of the total, either Qwest's and WCom's records affirmatively showed that Qwest was correct or that there was no information to prove that Qwest was incorrect. [AT&T Comment – What was the portion of the 47 percent in which there was no information to prove that Qwest was incorrect?] In 2 percent of the total, the results of the record analysis were inconclusive, and in less than 2 percent of the total, Liberty found that Qwest was incorrect. Qwest's errors involved either lack of support for a customer-caused miss classification or some other reason for excluding the order. Most of the errors occurred in January 2001.

Liberty has prepared spreadsheets showing the results of its analysis of the WCom service orders. These documents contain information that is proprietary to WCom; therefore, Liberty made a very limited distribution of them.

## V. Future Qwest Data Reconciliation

CLEC claims that Qwest's performance measures were inaccurate had a foundation in the data available to them. The basis for those claims was a set of results that differed from those reported by Qwest by a very large amount. Liberty's data reconciliation work in Arizona showed that a small number of reasons explained a relatively large percentage of the differences. CLECs may not agree with Qwest on matters such as the definition of service order completion, Qwest's practice of making records ineligible because of customer changes to due dates, or closing trouble tickets simply because the wrong circuit had been identified. Nevertheless, these kinds of issues are the main reasons why results were so disparate. While debate on such matters may continue, the value to be gained from future reconciliation work would be substantially more time- and resource-consuming in the event that it must deal with each of the many records that would be ultimately explained by one of these issues.

The dedication of resources and the level of detail of information that is required on the part of CLECs in order to meaningfully participate in data reconciliation should be better understood as a result of the work done for Arizona. Even if the number of records that are subject to reconciliation is limited in future reconciliation work, the CLECs and Qwest now know the level of detail and nature of the records that are necessary to support positions on the treatment of a record for the purposes of a performance measure. If any party cannot make the requisite commitment, any attempt to reconcile records will have limited value.

There may be differences in the ways that Qwest performs in various parts of its region, and future reconciliation work should attempt to focus on those performance aspects that could result in differences from the Arizona findings. For example, service orders could be treated differently by different service order processing centers, or systems in some parts of Qwest's region could be closing trouble tickets with different codes or upon different circumstances than exist other parts. Liberty has requested that Qwest make an assessment of possible reasons why there could be differences among the states. The response to that request was not received by the time this report was written.

Liberty concluded on the basis of the work done in Arizona that the information provided by CLECs did not demonstrate material inaccuracies in how Qwest reported its performance. However, Liberty also believes that there is value to some level of data reconciliation in other parts of Qwest's region. To gain that value, the focus should be on a more detailed review of selected or sampled records rather than attempting to explain the reasons why, for example, one party's denominator of a particular measure and product is different than the other's. If the goal is to provide additional assurance that Qwest's performance measures are accurate, then more focused work on questions like the assignment of customer jeopardy to service orders or no-trouble-found close-outs of trouble tickets could prove beneficial. If, however, the goal is to explain generally why CLECs' results are so much different from those reported by Qwest, then Liberty considers the results found in Arizona to be largely responsive in meeting that goal.

[AT&T Comment – AT&T believes that this exercise fell far short of its potential. AT&T hoped the audit would help answer the question of whether or not Qwest was accurately collecting raw data to be used in Qwest's performance measurement calculation processes. Liberty's choice of the Qwest-favorable standard of whether the CLECs have proven Qwest wrong only gets at part of the question of whether Qwest is accurately collecting raw data. This report contains many instances and a high percentage of the orders where the conclusion was inconclusive or the

CLECs haven't proven that Qwest is wrong. Inconclusive findings or findings that the CLECs haven't proven Qwest wrong does not mean that Qwest's results are accurate. AT&T expects that future audits will better answer the question of whether Qwest's data are accurate by including some requirement for Qwest to demonstrate that its results are accurate – not just CLECs having to prove that Qwest's results are inaccurate.

It would appear that for a large percentage of orders and transactions Qwest would have failed to carry a burden of proving that its results are accurate. Future audits and data reconciliation efforts should test that notion.]

**Attachments to AT&T's Comments on  
Liberty Consulting Group's  
Report on Qwest Performance Measure Data  
Reconciliation for Arizona**



## **PID DUE DATE DEFINITION**

### **AT&T RESPONSE TO THE NOVEMBER 9 QWEST PROVIDED EXPLANATION**

On November 9, 2001 Brent Levy provided to Liberty, AT&T and other CLECs an explanation of the Completion Date for LIS trunks. Chuck Steese prepared this response after discussions with Paul Hlavac (Liberty) and Stephen Kail (AT&T). This document is AT&T's response to Mr. Steese's explanation and a further discussion of the PID measurement Due Date definition as related to the order Completion Date.

Mr. Steese explanation of the actions of AT&T and Qwest toward completion of a LIS order is consistent with AT&T's understanding except for some very important difference. Like Qwest, AT&T considers the trunk fully provisioned when the final test and turn up is completed. AT&T considers Qwest acceptance testing as Qwest's completion of Qwest's portion of the trunk (In AT&T terms this is called the LCDD or LEC Completion Due Date). As indicated by Mr. Steese, there is further AT&T network and circuit testing and then a final testing of the entire trunk (Called by AT&T and Qwest Test and Turn up). The Qwest SGAT addresses the availability of LIS on the "service date" in Section 7.4.8, which relates to the LCDD. The SGAT addresses LIS trunk group testing in Section 7.2.2.10, which results in Test and Turn up.

The PID measurement Due Date is identified by the Qwest FOC response. As part of the FOC response Qwest provides the date on which they will complete their portion of the LIS trunk. The FOC date is solely dependent upon Qwest's performance and is not dependent on AT&T or anyone else's performance. The FOC date is the same as the PID Due Date that Qwest performance is measured against. That date is the LCDD date, and it is consistent with the "service date" identified in Section 7.4.8 of the SGAT. *It is not the date contemplated by Section 7.2.2.10.2 of the SGAT.* This section of the SGAT addresses all "testing that may be needed to ensure that the service is operational and meets the applicable technical parameters." This language was added to the SGAT at the request of CLECs to insure that Qwest would remain obligated to test with the CLEC until the service worked (at Test and Turn up). While this is a necessary and important part of Qwest's obligation, it is not what is being measured by the PID Due Date.

Qwest should not be measuring its Due Date performance by using the Test and Turn up date for several reasons. First, Qwest is not in sole control of its performance to meet that date. By measuring Due Date performance based on the Test and Turn up date, Qwest becomes dependent on AT&T (and other CLECs) to perform. Second, the Test and Turn up date is not determined ahead of time. It is determined at the time AT&T calls Qwest to complete Test and Turn up and not by Qwest's FOC date. And third, Qwest has no ability to commit a CLEC to perform Test and Turn up on Qwest's completion date and no ability to schedule the Test and Turn up date for purposes of this PID

AT&T's and Qwest's process of first testing Qwest's portion of the trunk, then AT&T testing it's portion of the trunk and then jointly completing Test and Turn up requires time. To start and complete these three stages of testing on the same day is quite difficult because the processes are sequentially interdependent and in most instances requires multiple organizations to successfully test multiple aspects of the trunk. Any problem along that sequence of testing requiring a problem isolation and repair and then a retest, which would delay the next step and impact the timing of final test and turn up. To always commit resources to "stand by" for this testing sequence would not be wise. AT&T has recognized this and requires LCDD to be completed before PLDD testing and PLDD to be completed before Test and Turn up. (Qwest has advised AT&T on several occasions to wait until the committed Due Date to test because Qwest had not completed its tasks or was not available to test early. This means there is no assurance LCDD can't be completed prior to the Due Date and no reasonable expectation that Test and Turn up could be completed on Qwest's Due Date).

Qwest's process described to close out the order by "contacting the customer again for order acceptance" is a legal requirement in the SGAT and is independent of the performance being measured. Qwest's performance must be measured against the FOC date, the only date set in advance for which to measure performance. The ROC clearly would not have contemplated designing a performance measurement PID that was doomed to have exclusions of 80% or more. And it is difficult to imagine Qwest agreeing to a performance measure outside of its control. Thus it is clear that the Due Date identified in the PID is Qwest's acceptance date, not the final Test and Turn up date. (During the AT&T/Qwest Nebraska reconciliation discussions AT&T understood Qwest representatives to have agreed that Qwest's acceptance date established by the FOC response is the PID Due Date).

Qwest's documents provided by Mr. Steese confirming their processes to complete a LIS trunk order are relevant to meeting their legal obligations. They also contribute to defining the Due Date for performance measurement by reinforcing Qwest's dependency on CLECs if the Test and Turn up date is used as the performance measurement Due Date. Liberty's review and agreement with the Qwest's process document during the Performance Measurement Audit does not automatically mean that Qwest's use of the Test and Turn up date for the PID Due Date is correct. The Liberty review may not have addressed this specific issue since it is not specifically discussed in its most recent report.

With respect to exclusions for customer reasons (CO1), if AT&T fails to work with Qwest in a timely manner to test and accept Qwest's portion of the LIS trunk, then Qwest should correctly assign a jeopardy to AT&T. That assigned jeopardy should result in exclusion per PID 3.0. Any CO1 assigned by Qwest after LIS trunk acceptance, i.e., between Qwest acceptance and final Test and Turn up, is not applicable to and does not impact measuring Qwest's performance and should not be the basis for exclusion of the order for performance measurement purposes.

Mr. Steese comments in the aside that using the Qwest processes only harm Qwest's performance results. The basis for CLECs', Liberty's and hopefully Qwest's participation in the reconciliation process is to assess the accuracy of the input data used to determine performance. The performance results are secondary to this effort and should not bias in any way the reconciliation process.



LIS

All Liberty order date analyses is based on Liberty's statement that Qwest's interpretation of the Service Order completion date (not necessarily the Due Date as defined in the PID) could not be judged to be out of conformance with the PID. No data analysis based on AT&T's position on the Due Date is provided, which would include assessment of CNRs prior to the completion data vs after the completion date as identified by AT&T. Liberty's report needs to be significantly expanded to address this area from all aspects.

Liberty's analysis at page 9 states Qwest interpreted their non-eligible reconciliation exclusion "more liberally than the phrasing allowed", excluding orders when they should not have been excluded. However, in Liberty's analysis of individual orders, the orders excluded by Qwest and identified by Liberty using this interpretation were marked by Liberty as Qwest OK. Inconsistent treatment in the Liberty report yields an imprecise assessment of performance caused by these non-eligible exclusions.

The following AT&T assessment of Liberty's individual order review addresses those orders in which AT&T's order information provides evidence that Liberty's analyses was either incorrectly or imprecisely evaluated and documented by Liberty.

PID P0-5

March

PHOP0101436 Initial use of the PON number during 2000 was basis for input to Liberty. AT&T representatives must have subsequently reused the PON number and the system did not generate a new results when a new query was made to collect current records. (Pulled when reconciliation information identified it as missing. Should have been included but not for reasons provided in Liberty Analysis. (This order has an order and FOC response in March within the 8 day interval.)

**PID OP-3 & OP-4**

<b>January</b>	
PHOP0006139	Jepp to ATT from Qwest; Jepp to Qwest from ATT - Liberty finds inconclusive; Qwest's log analysis indicates that exclusion is now questionable. This information is not clearly addressed.
PHOP0005972	Liberty states that according to Qwest procedure, a changed DD would remove the record from the measure. Liberty, Pg. 9 of report says Qwest's interpretation is not correct, yet Liberty counted this as Qwest properly handling. Are all others in this category treated as Qwest properly handling? Qwest shows this was a D=15 removal (Due to invalid App to Entry Date)
PHOP0006102	AT&T provided proof. AT&T's logs show that this order LCDD, PLDD and T&T was completed 1 day before the DD. No jeopardy identified. AT&T provided evidence via the log that the order should be included yet Liberty indicates CLEC did not show wrong by Qwest!
<b>February</b>	
PHOP0004018	Liberty states Qwest properly followed its procedures of not including in the measure orders for which AT&T changed the DD. Liberty, Pg. 9, report says Qwest's interpretation is not correct yet Liberty counted this as Qwest properly handling.
PHOP0006071	Liberty states Qwest properly followed its procedures of not including in the measure orders for which AT&T changed the DD. Liberty, Pg. 9, report says Qwest's interpretation is not correct yet Liberty counted this as Qwest properly handling.
<b>March</b>	
PHOP0006099	Records differ - Qwest shows two FOCs, AT&T shows 1; AT&T supp for CFA, not due date, Qwest FOC response on 2-21 shows DD=3/1; Liberty states Qwest properly followed its procedures of not including in the measure orders for which AT&T changed the DD. Liberty, Pg. 9, report says Qwest's interpretation is not correct yet Liberty counted this as Qwest properly handling.
PHOP0006064	DDs differ in logs; No CO1 info in ATT log; Liberty assumes Qwest CO1 is right
<b>April</b>	
PHOP0006070	AT&T provided proof. AT&T Test log on 2-23 states "talked to lae/qwest/5152865595... was advised that 203T3 these circuits running on is cancelled. On 3/15 AT&T sent a sup to Qwest to change CFA (probably due to cancelled t3); ATT logs show this is a Qwest delay not an ATT delay. AT&T logs on day of test show Qwest called by ATT at 22:47 and final test log on 4/3 completion log entry @ 00:52, again, not an ATT delay.
<b>May</b>	
PHOP0102413	AT&T provided proof. Inconsistent with the facts. ATT provided information on Change Order status of order, indicating it was an ATT paper only change and that if Qwest records show that there is a facility install, then it should be included. Liberty DR1, #6;

PHOP0006070	<p style="text-align: center;"><b><u>PID OP-6</u></b></p> <p>AT&amp;T provided proof. AT&amp;T Test log on 2-23 states "talked to lee/qwest/5152865595... was advised that 203T3 these circuits running on is cancelled. On 3/15 AT&amp;T sent a sup to Qwest to change CFA (probably due to cancelled t3); ATT logs show this is a Qwest delay not an ATT delay. AT&amp;T logs on day of test show Qwest called by ATT at 22:47 and final test log on 4/3 completion log entry @ 00:52, again, not an ATT delay.</p>
-------------	---



The following AT&T assessment of Liberty's individual order review addresses those orders in which AT&T's order information provides evidence that Liberty's analyses was either incorrectly or imprecisely evaluated and documented.

ATT's interpretation of PID OP3 (and other PIDs measuring the Due Date performance) is that a change of DD prior to the original DD is acceptable and the order should not be excluded for Customer Not Ready reasons. These were identified by Qwest as non-eligible, Liberty's reconciliation report text (pg. 9 & 10) indicates that Qwest was in violation of the language that had been contained in the PID, yet the following orders were shown as "Qwest met" because they excluded the order based on internal Qwest practices, not according to the PID definition.

	AT&T Comments	Loops Affected
PHOY0101456	ATT sent an LSR on 4/16/01 with a DD of 4/23/01. Qwest sent an LSRC confirming a DD of 4/23/01. On 4/19/01, ATT sent an LSR requesting a new DD of 4/26/01 and it was confirmed by Qwest with a DD of 4/25/01. The order was completed on 4/25/01.	12
PHOY0101232	ATT sent an LSR on 4/16/01 with a DD of 4/23/01. Qwest sent an LSRC confirming a DD of 4/23/01. On 4/19/01, ATT sent an LSR requesting a new DD of 4/26/01 and it was confirmed by Qwest with a DD of 4/25/01. The order was completed on 4/25/01.	5
PHOY0101361	ATT sent an LSR on 3/28/01 with a DD of 4/5/01. Qwest sent an LSRC confirming a DD of 4/5/01. On 4/3/01, ATT sent another LSR with a DD of 4/11/01. It was confirmed by Qwest and the order completed on 4/11/01.	1



	AT&T Comments (cont'd.)	Loops Affected
PHOY0101371	ATT sent an LSR on 3/30/01 with a DD of 4/6/01. Qwest sent an LSRC confirming this dd. On 4/2/01, ATT sent another LSR with a DD of 4/10/01. It was confirmed by Qwest and the order completed on 4/10/01.	1
PHOY0101380	ATT sent an LSR on 3/30/01 with a DD of 4/6/01. Qwest sent an LSRC confirming this dd. On 4/2/01, ATT sent another LSR with a DD of 4/10/01. It was confirmed by Qwest and the order completed on 4/10/01.	1
PHOY0101397	ATT sent an LSR on 3/30/01 with a DD of 4/6/01. Qwest sent an LSRC confirming this dd. On 4/2/01, ATT sent another LSR with a DD of 4/10/01. It was confirmed by Qwest and the order completed on 4/10/01.	4
PHOP0102248	ATT sent an LSR on 4/20/01 with a DD of 5/1/01. Qwest sent an LSRC confirming this dd. On 4/24/01, ATT sent another LSR with a DD of 5/8/01. It was confirmed by Qwest and the order completed on 5/8/01.	1
		April = 24 May = 1

The following order is an instance of miscoding jeopardies. Qwest identified this as a customer not ready. Liberty identified this order as a AT&T didn't provide information that Qwest treatment was incorrect. Yet logs provided evidence that Qwest had called AT&T and said facilities weren't ready.		
	AT&T Comments	Loops Affected
PHOY0101310	Disagree, on 3/29/01, per Qwest, this order had been jep'd for facilities & no new due date was given. On 5/7/01, a Qwest tester called to say this order was ready to be worked. A new FOC had been sent. Order complete on 5/7/10.	2

## **CERTIFICATE OF SERVICE**

I certify that the original and 10 copies of AT&T's Comments on Liberty Consulting Group's Report on Qwest Performance Measure Data Reconciliation for Arizona in Docket No. T-00000A-97-0238 were sent by overnight delivery on December 10, 2001 to:

Arizona Corporation Commission  
Docket Control – Utilities Division  
1200 West Washington Street  
Phoenix, AZ 85007

and a true and correct copy was sent by overnight delivery on December 10, 2001 to:

Maureen Scott  
Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Mark A. DiNunzio  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Ernest Johnson  
Director - Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Christopher Kempley  
Arizona Corporation Commission  
Legal Division  
1200 West Washington Street  
Phoenix, AZ 85007

Jane Rodda  
Administrative Law Judge  
Arizona Corporation Commission  
400 West Congress  
Tucson, AZ 85701-1347

and a true and correct copy was sent by U. S. Mail on December 10, 2001 to:

Thomas F. Dixon  
WorldCom, Inc.  
707 – 17<sup>th</sup> Street, #3900  
Denver, CO 80202

Terry Tan  
WorldCom, Inc.  
201 Spear Street, 9th Floor  
San Francisco, CA 94015

K. Megan Doberneck  
Covad Communications Company  
7901 Lowry Blvd.  
Denver, CO 80230

Bradley Carroll  
Cox Arizona Telcom, L.L.C.  
20401 North 29th Avenue  
Phoenix, AZ 85027-3148

Michael M. Grant  
Gallagher and Kennedy  
2575 East Camelback Road  
Phoenix, AZ 85016-9225

Gena Doyscher  
Global Crossing Local Services, Inc.  
1221 Nicollet Mall, Suite 300  
Minneapolis MN 55403

Traci Kirkpatrick  
Davis Wright Tremaine LLP  
1300 S.W. Fifth Avenue  
Portland, OR 97201

Michael W. Patten  
Roshka Heyman & DeWulf, PLC  
400 North Fifth Street, Suite 1000  
Phoenix, AZ 85004-3906

Joyce Hundley  
United States Dept. of Justice  
Antitrust Division  
1401 H Street NW, Suite 8000  
Washington, DC 20530

Daniel Pozefsky  
Residential Utility Consumer Office  
2828 North Central Ave., #1200  
Phoenix, AZ 85004

Mark N. Rogers  
Excell Agent Services, L.L.C.  
2175 W. 14th Street  
Tempe, AZ 85281

Mark P. Trincherro  
Davis Wright Tremaine  
1300 SW Fifth Ave., Suite 2300  
Portland OR 97201-5682

Penny Bewick  
New Edge Networks  
3000 Columbia House Blvd., Suite 106  
Vancouver, WA 98661

Lisa Crowley  
Covad Communications Company  
7901 Lowry Boulevard  
Denver, Colorado 80230

Karen L. Clauson  
Eschelon Telecom, Inc.  
730 2nd Avenue South, Suite 1200  
Minneapolis, MN 55402

Joan S. Burke  
Osborn Maledon, P.A.  
2929 N. Central Avenue, 21<sup>st</sup> Floor  
Phoenix, AZ 85067-6379

Eric S. Heath  
Sprint Communications Company L.P.  
100 Spear Street, Suite 930  
San Francisco, CA 94105

Charles Kallenbach  
American Communications Services, Inc.  
131 National Business Parkway  
Annapolis Junction, MD 20701

Jeffrey W. Crockett  
Snell & Wilmer, LLP  
One Arizona Center  
Phoenix, AZ 85004-0001

Todd C. Wiley  
Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, AZ 85016-9225

Michael B. Hazzard  
Kelley, Drye & Warren, LLP  
1200 19th Street, NW, Fifth Floor  
Washington, DC 20036

Daniel Waggoner  
Davis Wright Tremaine  
2600 Century Square  
1501 Fourth Avenue  
Seattle, WA 98101-1688

Timothy Berg  
Fennemore Craig, P.C.  
3003 North Central Ave., #2600  
Phoenix, AZ 85012

Raymond S. Heyman  
Randall H. Warner  
Roshka Heyman & DeWulf  
Two Arizona Center  
400 N. Fifth Street, Suite 1000  
Phoenix, AZ 85004

Diane Bacon, Legislative Director  
Communications Workers of America  
Arizona State Council  
District 7 AFL-CIO, CLC  
5818 N. 7th Street, Suite 206  
Phoenix, AZ 85014-5811

Andrea P. Harris  
Senior Manager, Regulatory  
Allegiance Telecom, Inc.  
2101 Webster, Suite 1580  
Oakland, CA 94612

Andrew Crain  
Qwest Corporation  
1801 California Street, Suite 4900  
Denver, CO 80202

Janet Livengood  
Regional Vice President  
Z-Tel Communications, Inc.  
601 S. Harbour Island Blvd., Suite 220  
Tampa, FL 33602

Charles W. Steese  
Qwest Corporation  
1801 California Street, Suite 4900  
Denver, CO 80202

Bill Haas  
Richard Lipman  
McLeodUSA Telecommunications  
Services, Inc.  
6400 C Street SW  
Cedar Rapids, IA 54206-3177

Brian Thomas  
Vice President – Regulatory  
Time Warner Telecom, Inc.  
520 S.W. 6th Avenue, Suite 300  
Portland, OR 97204

  
\_\_\_\_\_